

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetScout Systems, Inc.		11/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue South
Internal Address:	MAC N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2588683	ART MIB
Registration Number:	1764154	NETSCOUT
Registration Number:	2287610	NETSCOUT
Registration Number:	2352436	NEXTPOINT
Registration Number:	2636255	NGENIUS
Registration Number:	2494169	QUANTIVA
Registration Number:	2656969	QUANTIVA
Registration Number:	2381920	SYNTHETIC TRANSACTIONS
Registration Number:	2381919	TRAFFIC SIGNATURES
Serial Number:	76055076	NGENIUS PROBES

CORRESPONDENCE DATA

Fax Number: (650)251-5002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003652 FRAME: 0310

900090816

OP \$265.00 2588683

Phone: 650-251-5117
Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	068865/0006
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NAME OF SUBMITTER:	J. Jason Mull
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Signature:	/J. Jason Mull/
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Date:	11/01/2007
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Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2007 is made by NETSCOUT SYSTEMS, INC., a Delaware corporation, located at 310 Littleton Road, Westford, Massachusetts 01886 (the "Company"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Collateral Trustee (the "Trustee") for the holders of the Notes (the "Holders") issued pursuant to the Indenture, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the subsidiary guarantors parties thereto (the "Grantors"), and the Trustee.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company intends to issue to the Holders its Senior Secured Floating Rate Notes Due 2012;

WHEREAS, in connection with the Indenture, the Company and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of November 1, 2007, in favor of the Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company and certain other Subsidiaries pledged and granted to the Trustee for the benefit of the Trustee and the Holders, a continuing security interest in all Intellectual Property, including all of its rights in the Trademarks; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the obligations of the Company with respect to the Notes and the Indenture, the Company agrees, for the benefit of the Trustee and the Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Trustee

for the benefit of the Trustee and the Holders to secure payment, performance and observance of the Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any intent-to-use application at the United States Patent and Trademark Office with respect to any Trademark to the extent an assignment for security purposes would void the same.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Trustee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Holders and the Trustee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NETSCOUT SYSTEMS, INC.


By: David H. Lewis
Name:
Title:
Date:

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

Miguel J. Vega
Notary Public

TRADEMARK
REEL: 003652 FRAME: 0315

WELLS FARGO BANK, NATIONAL ASSOCIATION.
as Collateral Trustee for the Holders


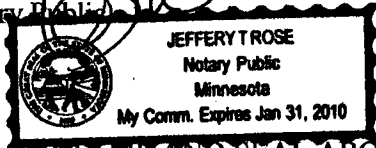
By: 
Name: **Jane Y. Schweiger**
Title: **Vice President**
Date: **November 1, 2007**

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On the 31st day of October, 2007, before me personally came Jane Y. Schweiger, who is personally known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Registered Mark	Jurisdiction	Application/ Registration No.	Registration Date
NetScout Systems, Inc.	ART MIB	U.S.	2,588,683	July 2, 2002
NetScout Systems, Inc.	NETSCOUT	U.S.	1,764,154	April 13, 1993
NetScout Systems, Inc.	NETSCOUT and Design	U.S.	2,287,610	October 19, 1999
NetScout Systems, Inc.	NEXTPOINT	U.S.	2,352,436	May 23, 2000
NetScout Systems, Inc.	NGENIUS	U.S.	2,636,255	October 15, 2002
NetScout Systems, Inc.	QUANTIVA	U.S.	2,494,169	October 2, 2001
NetScout Systems, Inc.	QUANTIVA	U.S.	2,656,969	December 3, 2002
NetScout Systems, Inc.	SYNTHETIC TRANSACTIONS	U.S.	2,381,920	August 29, 2000
NetScout Systems, Inc.	TRAFFIC SIGNATURES	U.S.	2,381,919	August 29, 2000
NetScout Systems, Inc.	NGENIUS PROBES	U.S.	76/055,076	N/A